he was not told about it. In my view, this is no excuse. There is no evidence as to what he had actually done in the way of ascertaining claims, whether from the directors or from the records of this company. The winding up was a quick affair. He ought to have made a search in the High Court Registry or the Subordinate Courts Registry to find out whether there were any pending actions against the company. This is not an onerous obligation. He could have instructed solicitors to do that for him and they would have discovered the existence of this action.

Accordingly, I hold that the liquidator has not discharged his statutory duty. He ought to be ordered to pay the costs of the application to declare the dissolution void, and so I order.

Order accordingly.

Solicitors: *Murphy & Dunbar; Tan Lee & Choo.*

KUA LEE NGOH v. JAGINDAR SINGH t/a SPEEDWAY STATION

[O.C.J. (Rajah J.) March 17, 1987]

[Singapore – Civil Suit No. 1745 of 1982]

Bailment – Negligence – Car in defendant's custody stolen – Display of exemption notices – Whether defendants liable to pay damages for loss.

Contract – Bailment for reward – Car in defendant's custody stolen – Damages.

On May 8, 1981, the plaintiff's husband entrusted to the defendant a car belonging to the plaintiff for servicing. He had been sending the car for servicing to the defendant for about a year. He left the car in the open yard in front of the workshop building and there handed over the motor vehicle to the chief mechanic. As was his practice he left the key in the car and left for work. He was to collect the motor vehicle the same evening. He returned at 7 p.m. to collect the car. He saw the car and it had already been serviced. However, he was told that the chief mechanic had gone home and that he was to come back the next day to collect the car.

The plaintiff's husband returned on the following morning to collect the car but the car was not there. He was told that the car had been stolen. The car was eventually recovered in a damaged condition by the police and returned to the plaintiff.

The plaintiff's claim was for the loss of her car.

It was conceded by the defendant that this was a case of bailment for reward and that the onus was on him to show that the loss did not happen in consequence of his neglect to use appropriate care and diligence.

The defendant averred that he had taken all reasonable precautions in safeguarding the vehicle. In the alternative the defendant claimed that he had provided reasonably sufficient notice of the terms and conditions upon which the plaintiff's vehicle was being accepted on the defendant's premises for service by virtue of two exemption notices which had been placed in prominent and visible portions of the defendant's premises.

Held, allowing the plaintiff's claim: (1) on the exemption notices, the court would accept the evidence of the plaintiff's husband that he had not seen them nor had his attention been drawn to them by the defendant or his agents;

(2) against the background of car thefts in Singapore the defendant had not taken appropriate measures to immobilise the car and so make it difficult for the thieves to take it away. This could have been easily done by the defendant by the removal of the distributor arm and thus make it as immobile as one could possibly make a motor vehicle to be;

(3) judgment would be given for the plaintiff in the sum of $8998.75 and costs.

Cases referred to:

(1) *Cowan* v. *Blackwill Motor Caravan Conversions Ltd.* [1978] R.T.R. 421.

(2) *Chua Choon Kiat* v. *Tan Chong & Sons Motor Co. (S) Pte. Ltd.* [1972] 1 M.L.J. 5.

CIVIL SUIT.

Shriniwas Rai for the plaintiff.

Raymond Chan for the defendant.

Cur. Adv. Vult.

Rajah J.: On May 8, 1981, the plaintiff's husband entrusted to the defendant motor vehicle bearing registration No. EF5700 P (hereinafter called the "motor vehicle") for servicing. He had been sending the motor vehicle for servicing to the defendant for about a year. He left the car in the open yard in front of the workshop building and there handed over the motor vehicle to the chief mechanic. As was his practice he left the key in the car and left for work. He was to collect the motor vehicle the same evening. He returned at 7.00 pm to collect the motor vehicle but the chief mechanic was not in the service station. A male Indian at the petrol kiosk told him that the chief mechanic had gone home and that he was to come back on the following day to collect the motor vehicle. At the time when the plaintiff's husband went to collect his car on the same day he saw the car

there and it had already been serviced. He returned as requested on the following morning at about 8.45 am to collect the car but the car was not there. He was told that the car had been stolen. A police report was made with reference to the loss. Eventually the motor vehicle was recovered in a damaged condition by the police and returned to the plaintiff.

In this case the plaintiff's claim is for the loss of her car. The motor vehicle had been left by her husband in the custody of the defendant and was stolen whilst in his custody.

It is conceded by the defendant that this is a case of bailment for reward and that the onus is on him to show that the loss did not happen in consequence of his neglect to use appropriate care and diligence. The question therefore is: has the defendant discharged this onus? On the evidence before me and in the particular circumstances of this case I am of the view that he has not.

In his defence, the defendant avers that he had taken all reasonable precautions in safe-guarding the vehicle in that he, his servants and/or agents had:–

a) ascertained that all the doors of the plaintiff's motor vehicle were locked;

b) ensured that the key or set of keys to the plaintiff's motor vehicle were kept safely in the locked office premises of the defendant.

Further or in the alternative the defendant says he is not liable for the alleged loss and damage to the plaintiff's vehicle (which is not admitted) as the defendant had provided reasonably sufficient notice of the terms and conditions upon which the plaintiff's vehicle was being accepted on the defendant's premises for service and/or repair by virtue of two exemption notices which had been placed in prominent and visible portions of the defendant's premises. The said exemption notices read as follows:

a) "We accept no responsibility for loss or damage arising from any cause whatsoever to any motor vehicle (inclusive of any fittings and contents) entering upon or remaining for any purpose on our premises" and

b) "The Management accepts no liability for loss or damage in respect of any motor vehicles left on these premises."

On the exemption notices I accept the evidence of the plaintiff's husband that he had not seen them or any of them nor had his attention been drawn to them by the defendant or his agents or servants.

On the question of the loss of the car I am of the view that against the background of car thefts in Singapore the defendant had not taken appropriate measures to immobilise the motor vehicle and so make it difficult for the thieves to take it away. This could have been easily done by the defendant, his servants and/or agents by the removal of the distributor arm and thus make it as immobile as one could possibly make a motor vehicle to be. See the Court of Appeal case of *Cowan* v. *Blackwill Motor Caravan Conversions Ltd.*[1] and *Chua Choon Kiat* v. *Tan Chong & Sons Motor Co (S) Pte Ltd.*[2]

The plaintiff claimed damages in the sum of $11,758.79 under four Heads:

a)	Costs of repair to the motor vehicle	$8,006.79
b)	Survey fee	52.00
c)	Loss of personal belongings in vehicle	2,800.00
d)	Loss of use for 30 days at $30 per day	900.00
		$11,758.79

The defendant does not dispute Heads (a) and (b) but challenges Heads (c) and (d). The claim under Head (c) is particularised are follows:

1) Umbrella	–	$ 22.00
2) Eight Cassettes	–	160.00
3) Jogging shoes	–	60.00
4) Carpark coupons	–	18.00
5) Spare tyre	–	180.00
6) Instrument set	–	300.00
7) Teddy bear	–	85.00
8) Cassette radio	–	350.00
9) Air conditioner	–	650.00
10) Bundle of books	–	850.00
11) Three rubber mats	–	30.00
12) Safety pack	–	90.00
13) Road directory	–	5.00
		$2,800.00

I disallow Items 3, 6, 9 and 10. Item 9 is disallowed on the basis that this item has been in-

cluded in the Repair Bill (AB3). The evidence on Item 10 (bundle of books) was not satisfactory and is therefore rejected. Similarly with Item 6. Item 3 (jogging shoes) is rejected on the basis that it is not the property of the plaintiff but that of her husband.

Head (d) of the damages claim is rejected because it was her husband perhaps and not the plaintiff who could have suffered the loss.

There will therefore be judgment for the plaintiff in the sum of $8998.79 and costs on the High Court scale and interest at 8% from the date of the service of Writ until judgment.

Order accordingly.

Solicitors: *Hin Rai & Tan; Niru & Co.*

LIN SECURITIES (PTE) v. OSK & PARTNERS SDN. BHD.

[O.C.J. (Thean J.) March 25, 1987]

[Singapore – Suit No. 1338 of 1987]

Practice and Procedure – Winding up petition pending against plaintiffs – Action commenced by plaintiffs in Singapore and another by defendants in Malaysia – Whether "Singapore action" be stayed on ground that "Malaysian action" concerning same subject matter was pending – Companies Winding Up Rules 1969, Rule 163.

Company Law – Winding up petition pending against plaintiffs – Action commenced by plaintiffs in Singapore and another by defendants in Malaysia – Whether "Singapore action" be stayed on ground that Malaysian action concerning same subject matter was pending – Companies Winding Up Rules 1969, Rule 163.

The plaintiffs were a company incorporated in Singapore and at the material time carried on the business of a stockbroker in Singapore. The plaintiffs were under receivership and a winding up petition was pending against them The defendants, a company incorporated in Malaysia, were and are still carrying on, the business of a stockbroker at Kuala Lumpur.

On July 26, 1985, the plaintiffs and the defendants entered into a contract whereby the plaintiffs agreed to sell and the defendants agreed to purchase 1,500,000 shares in Sigma International Ltd. at S$2.90 per share.

On January 28, 1986 the plaintiffs informed the defendants that they would deliver 90,000 shares out of the 1,500,000 shares and they requested for payment of a sum of $261,000. On January 29, 1986, the plaintiffs delivered the said 90,000 shares but the defendants refused to take delivery and pay the said sum of $261,000. The plaintiffs alleged that they were ready and willing to deliver the balance of 1,410,000 shares due under the contract and that the defendant had declined to accept delivery and pay for the whole of the 1,500,000 shares and had thereby repudiated the said contract.

The plaintiffs therefore initiated the present proceedings ("Singapore Action") against the defendants claiming damages for breach of contract. However before the Singapore Action commenced the defendants had already initiated proceedings at Kuala Lumpur ("Malaysian Action").

Upon service of the notice of the writ of summons in the Singapore Action on the defendants, they entered a conditional appearance and on March 19, 1986 took out an application by way of summons-in-chambers for an order, *inter alia,* that all further proceedings in the Singapore Action be stayed under the inherent jurisdiction of the court on the ground that there is pending the Malaysian Action concerning the same subject matter. The application was heard by the Assistant Registrar who dismissed it with costs. The plaintiffs appealed.

Held, dismissing the appeal: on the evidence available a stay ought not to be granted.

[*Editorial Note:* This case is on appeal *vide* Civil Appeal No. 15 of 1987]

Case referred to:

(1) *The Abidin Daver* [1984] A.C. 398.

HIGH COURT.

Susan Kong (Miss) for the plaintiffs.

Y. M. Jumabhoy for the defendants.

Cur. Adv. Vult.

Thean J.: The plaintiffs are a company incorporated in Singapore and at the material time carried on the business of a stockbroker in Singapore. The plaintiffs are presently under receivership and a winding-up petition has been presented against them and is still pending. The defendants are a company incorporated in Malaysia and at the material time carried on, and are still carrying on, the business of a stockbroker at Kuala Lumpur.

On July 26, 1985, the plaintiffs and the defendants entered into a contract whereby the plaintiffs agreed to sell and the defendants agreed to purchase 1,500,000 shares in Sigma International Limited ("Sigma") at a price of S$2.90 per share, amounting in total to a sum of S$4,350,000. The contract was negotiated and concluded over the telephone between the representatives of the plaintiffs and the defendants, and thereafter they issued their